

A. G. Contract No. KR94 2643TRN  
ECS File No.: JPA 94-187  
Project: 95LA109 H3338 01C  
Section: SR-95

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF QUARTZSITE

THIS AGREEMENT is entered into 29 November, 1994,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
TOWN OF QUARTZSITE, acting by and through its MAYOR and TOWN  
COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the Town.

3. Incident to an improvement project to SR-95 through  
the Town contemplated by the State, the Town has requested  
roadway widening to provide for a continuous left turn lane  
between MP 109.10 and MP 109.60, at an estimated cost of  
\$30,000.00, all at Town expense, hereinafter referred to as the  
Project.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

NO. <u>19194</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11/29/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky Greenwald</u>

## II. SCOPE OF WORK

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate Town review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State on the State's project.

c. After bid opening but prior to Project contract award, invoice the Town for the reasonable direct actual cost of the Project (low bid, plus construction engineering), in an amount estimated at \$30,000.00.

d. Upon completion, approve and accept the Project on behalf of the parties, and provide maintenance.

### 2. The Town will:

a. Review the design documents and provide comments as appropriate.

b. Retain the option to cancel the Project in the event of excessive cost. After bid opening but prior to Project contract award, pay the State for the cost of the Project, within 30 days after receipt of an invoice, and be responsible for any contractor claims for extra compensation attributable to the Town on the Project.

c. Enter into a future separate agreement with the State addressing respective maintenance responsibilities for state routes traversing the Town.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Town of Quartzsite  
Town Manager  
PO Box 2812  
Quartzsite, AZ 85346

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

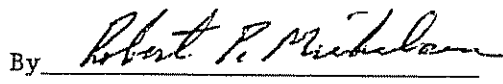
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF QUARTZSITE

STATE OF ARIZONA

Department of Transportation

By   
REX BYRD  
Mayor

By   
ROBERT P. MICKELSON  
Chief Deputy State Engineer

ATTEST

By   
JOHN PRUTCH  
Town Clerk

RESOLUTION

BE IT RESOLVED on this 13th day of October 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Quartzsite for the purpose of defining responsibilities for the design, construction and maintenance of a continuous center lane turn lane on SR-95 in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.

  
for, LARRY S. BONINE  
Director

M I N U T E S

TOWN OF QUARTZSITE  
REGULAR MEETING OF THE COMMON COUNCIL  
OCTOBER 11, 1994 7:00 PM

CALL TO ORDER: Mayor Rex Byrd 7:01 PM

INVOCATION: Councilmember Macias

PLEDGE OF ALLEGIANCE: All in Attendance

COUNCIL PRESENT: Mayor Byrd, Vice Mayor Cappi, Councilmembers Peterson, Macias, Prutch, Phillips, Ayers.

7. Permission to enter into negotiation for an Inter-Governmental Agreement (IGA) with ADOT regarding project #STP-063-2(18)P- The project is to consist of widening Highway 95 to three lanes; starting from Four Corners to Plomosa Wash Bridge.

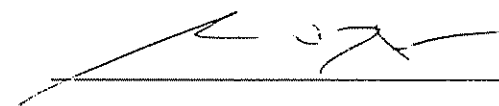
Cliff O'Neill asks Mr. Ayers or Mr. Busby to comment on this item because of their familiarity with the subject. Mr. Busby discusses the location and the improvements to be done. States about the meetings he's dealt with regarding ADOT. Discusses the size of the road presently and what it would change to. Discusses the winter traffic problem. States that this would be an extremely good project. Mayor Rex Byrd states that ADOT owes this town \$46,000.00. Chuck suggests that the town not mention the \$46,000.00 until the project is complete. Vice Mayor asks when the construction will begin. Chuck Busby states that we need to get this agreement signed quickly because it is going to go to bid in December and happen in the Spring. Should not impact the winter season. Discussion follows. Councilmember Ayers makes the motion to enter into a IGA on #STP-063-2(18)P-. Seconded by Councilmember Prutch. Vote 7 for, MOTION CARRIED.

8. Appointment of Councilmember to research on possibility of Public Housing Authority in Quartzsite.

APPROVAL OF THE QUARTZSITE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF QUARTZSITE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 17 day of Oct, 1994.

  
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Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-2643-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25th day of November, 1994.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8661G